

**ORANGE COUNTY TRANSPORTATION AUTHORITY
 FIRST AMENDMENT TO UTILITY AGREEMENT NO. UK201113
 (UK201113-2)**

DISTRICT 12	COUNTY Orange	ROUTE I-405	POST MILE 9.3 – 24.2	EA 12-0H100	PROJECT ID 1200000180
FEDERAL AID NUMBER HPLULN-6071(043)			OWNER'S PLAN NUMBER N/A		
FEDERAL PARTICIPATION On the project <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO On the Utilities <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					

**FIRST AMENDMENT TO UTILITY AGREEMENT NO. UK201113
 (UK201113-2)**

DATE

WHEREAS, Orange County Transportation Authority (“**Authority**”) and Orange County Sanitation District (“**Sanitation District**”) have entered into that certain Utility Agreement No. UK201113, dated June 28, 2017 (“**Agreement**”), which Agreement sets forth the terms and conditions pursuant to which the Sanitation District has performed plan review to accommodate certain aspects of the Authority’s construction on Interstate 405, Project No. 1200000180; and,

WHEREAS, it was originally contemplated by the Authority and the Sanitation District that the Facilities (as defined in paragraph 1 below) would need to be modified by way of relocation or extended encasement; and,

WHEREAS, the Authority and the Sanitation District have since jointly concluded that relocation or extended encasement of the Facilities would not be necessary, and a revised plan was developed to protect the Facilities in place; and,

WHEREAS, in the performance of the Authority’s construction to accommodate the Project, the Authority’s contractor damaged the Facilities and must perform a repair procedure to restore the Facilities to a condition that is acceptable to the Sanitation District; and,

WHEREAS, in the performance of the Authority’s contractor’s repair procedure, the repair failed and a second repair procedure was performed; and,

WHEREAS, the Authority and the Sanitation District require an amendment to the Agreement to include proper funding and other specific scope of work for this repair to the Facilities; and

WHEREAS, this additional work requires additional Sanitation District funds to perform additional coordination, design reviews, and to perform Closed Circuit Television (CCTV) and field inspections, as well as other related activities to repair the damage to the Facilities.

NOW, THEREFORE, it is agreed between the Authority and the Sanitation District as follows:

1. On page 1, paragraph 3 of the Agreement is amended to read as follows:

“The Sanitation District owns, operates, and maintains a regional sewerage system, including the

sewerage facilities described in Exhibit A (the “**Facilities**”). The Facilities are within the limits of the Project. In order to accommodate the Project, the Facilities must be properly protected in place within the Project limits (“**Protection**”). Additionally, the Facilities must be repaired due to damage caused by the Authority’s contractor (“**Damage Repair**” or, collectively with the “Protection,” the “**Modification**”). The Modification plan must be approved by the Sanitation District prior to construction, and any Modification construction must be inspected by the Sanitation District. During construction of the Modification, temporary diversion of flow within the Facilities may be necessary to provide for the safe operation of the Sanitation District’s sewerage system.”

2. On page 3, section 3.b. is amended to read as follows:

“b. Diversions. Upon the Authority’s request, the Sanitation District’s engineers shall analyze potential sewer diversion impacts using the Sanitation District’s hydraulic model. Upon the Sanitation District’s approval of this diversion analysis, the Authority shall develop a detailed diversion plan to address the Sanitation District’s system constraints for final approval. Any temporary diversion design shall require the Sanitation District’s approval prior to implementation. Temporary Diversions shall be implemented, monitored, and removed by the Authority in accordance with the requirements of the plan approved by the Sanitation District.”

3. On page 6, a new section 4.i shall be added, to read as follows:

“i. Cost Segregation. All Sanitation District costs related to the Damage Repair, including design plan review, coordination, CCTV, diversion analysis and inspections shall be tracked and itemized separately from other previously anticipated protection inspection items by the Sanitation District and shall be submitted to the Authority in a manner which will allow the Authority to identify those costs associated with the Damage Repair separately from the costs associated with the Protection for purposes of the Authority’s billing the Damage Repair costs to its contractor.”

4. All other terms and conditions of the Agreement shall remain unchanged.

SIGNATURE PAGE
TO
FIRST AMENDMENT TO UTILITY AGREEMENT NO.
UK201113 (UK201113-2)

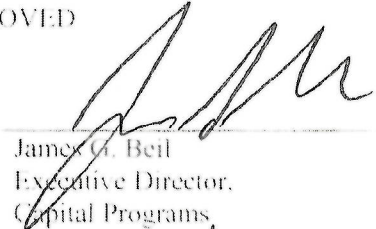
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Utility Agreement No.
UK201113 this 27th day of April, 2022.

OWNER:
Orange County Sanitation District


ORANGE COUNTY
TRANSPORTATION AUTHORITY,
a public entity

By: _____
Title: John B. Withers
Board Chairman


Date: _____

APPROVED
By: 
James G. Beil
Executive Director,
Capital Programs

Date: 3/10/2022

By: 
Title: Adriene Lynch
Special Counsel
Alston & Bird

Date: 4/7/2022

APPROVED AS TO FORM:
By: 
Rick Rayl
Special Counsel

Date: _____